

## Terms and Conditions of Use

**302 W. Cotton St.** | Click here for map [1]

Terms and Conditions for CodeRED Service

- 1. Use of Service: Subscriber shall not directly or indirectly transmit, broadcast, redistribute, forward or deliver the Service or any part of the data, information, images or other products which constitute the service to any other person or entity, in any format, or by any means. In order to receive the free CRWW Service you must be a resident in the governing body that subscribes to the CodeRED Service.
- 2. Official Watches, Warnings, Advisories and Bulletins communicated to Subscriber are authored by the National Weather Service or related government agencies: The authoring agency is solely responsible for the content and accuracy of the information contained in the CRWW weather bulletins. IN NO WAY WILL EMERGENCY COMMUNICATIONS NETWORK (ECN). OR YOUR LOCAL GOVERNMENT THAT SUBSCRIBES TO THE CODERED SERVICES, BE HELD LIABLE FOR INCOMPLETE OR INACCURATE INFORMATION CONTAINED IN ANY OF THE RETRANSMITTED INFORMATION. CRWW SERVICE IS NOT INTENDED TO BE USED FOR DECISION-MAKING PURPOSES, NOR SHOULD IT BE RELIED UPON IN ANY WAY! CRWW AND AFFILIATED SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY - USE IS AT YOUR OWN RISK! SUBSCRIBERS AND THIRD PARTIES ARE SOLEY RESPONSIBLE FOR ACTIONS OR OMMISSIONS RESULTING IN THE LOSS OF LIFE OR PROPERTY. In general, telephone communications are subject to numerous variables, and as such the dissemination of high volumes of high-speed automated calls typically cannot reach 100% of all desired recipients. By agreeing to these terms you, the subscriber, acknowledge that transmission of information via telephone is reliant upon conditions beyond ECN's and your local government's control; ECN, and your local government, do not warrant that the issuance of a NWS weather bulletin that covers a subscriber's geographical location will result in a successfully connected call or in a delivered warning message to the subscriber. Subscriber acknowledges that the CRWW service is intended to be used as part of a comprehensive weather awareness strategy, which includes monitoring of other weather information media as well as the use of common sense.
- 3. Warranties: ECN, and the governing body that subscribes to the CodeRED services, makes no express or implied warranties regarding the CRWW service including, but not limited to, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Liabilities: ECN, and the governing body that subscribes to the CodeRED services, will not be liable for any failure or delay in performance due in whole or in part to any cause beyond ECN's reasonable control. In no event shall ECN, and the governing body that subscribes to the CodeRED services, be liable for any special, indirect, incidental or consequential damages; ECN AND THE GOVERNING BODY THAT SUBSCRIBES TO THE CODERED SERVICES SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DAMAGES WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY BEYOND A REFUND OF SUBSCRIBER FEES.
- 5. Choice of Law This Agreement, and the services provided thereunder, shall be construed and adjudicated under Florida Law without regard to any conflict of laws statutes. The parties hereby agree that the venue and jurisdiction of any dispute arising hereunder shall be in Volusia County, Florida.

For more information call: 903-237-2706 Contact Us [2]



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## Links:

[1]

[2] http://psc.longviewtexas.gov/services-contact#CodeRed@LongviewTexas.gov